

PROPOSAL PACKAGE

CC-YOSE004-16

Department of the Interior

National Park Service
Yosemite National Park and the El Portal Administrative Site adjacent to
Yosemite National Park

**Proposal to Operate Overnight Accommodations, Food and Beverage,
Retail, Auto Fuel, Recreation Activities, and Related Services**

PROPOSAL SUBMISSION TERMS & CONDITIONS

- 1) The Offeror's Transmittal Letter set forth below indicates your acceptance of the terms and conditions of the concession opportunity as set forth in this Prospectus. It indicates your intention to comply with the terms and conditions of the Contract. **The letter, submitted without alteration, must bear original signatures and be included in the Offeror's Proposal Package.** The National Park Service (Service) will review the entire Proposal Package to determine whether your proposal in fact accepts without condition the terms and conditions of this Prospectus. If not, your proposal may be considered non-responsive, even though you submitted an unconditional Offeror's Transmittal Letter.
- 2) The Proposal Package is drafted upon the assumption that an Offeror is the same legal entity that will execute the new concession Contract as the Concessioner. If the entity that is to be the Concessioner is not in existence as of the time of submission of a proposal, the proposal must demonstrate that the individual(s) or organization(s) (hereinafter Offeror-Guarantor) that intends to establish the entity that will become the Concessioner has the ability and is legally obliged to cause the entity to be financially and managerially capable of carrying out the terms of the Contract. In addition, the Offeror-Guarantor must unconditionally state and guarantee in its proposal that the Offeror-Guarantor will provide the Concessioner with all funding, management, and other resources that the Draft Contract requires and the proposal offers.

OFFEROR'S TRANSMITTAL LETTER

Christine S. Lehnertz
Regional Director
Pacific West Region
333 Bush Street, Suite 500
San Francisco, CA 94014

Dear Ms. Lehnertz:

The name of the Offeror is _____. If the Offeror has not yet been formed, this letter is submitted on its behalf by _____ as Offeror-Guarantor(s), who guarantee(s) all certifications, agreements and obligations of Offeror hereunder and make(s) such certifications, agreements and obligations individually and on behalf of the Offeror.

The Offeror hereby agrees to provide visitor services and facilities within Yosemite National Park in accordance with the terms and conditions specified in the Draft Concession Contract CC-YOSE004-16, (Draft Contract) provided in the Prospectus issued by the public notice as listed in the Federal Business Opportunities (www.fedbizopps.gov), and to execute the Draft Contract without substantive modification (except as may be required by the National Park Service pursuant to the terms of the Prospectus and the Offeror's Proposal). If the Offeror is not yet in existence, the undersigned, acting as guarantor(s) of all certifications, agreements and obligations of Offeror hereunder, makes such certifications, agreements and obligations individually and on behalf of the Offeror.

The Offeror is enclosing the required "PROPOSAL" which, by this reference, is made a part hereof.

The Offeror certifies that the information furnished herewith is complete, true, and correct, and recognizes that false statements may subject the Offeror to criminal penalties under 18 U.S.C. 1001. The Offeror agrees to meet all the minimum requirements of the Draft Contract and the Prospectus. The Offeror certifies that it has provided all of the mandatory information specified in the Prospectus.

The Offeror certifies in accordance with 2 C.F.R. Part 1400 the following:

- None of the individuals or entities acting as Offeror or with an ownership interest in the Offeror is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a public transaction by a federal department or agency.
- Within the three years preceding submission of the Proposal, none of the individuals or entities acting as Offeror or with an ownership interest in the Offeror has been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, or for violation of federal or state antitrust statutes or for commission of embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.
- None of the individuals or entities acting as Offeror or with an ownership interest in the Offeror is presently indicted for or otherwise criminally or civilly charged by a federal, state or local unit of the government with commission of any of the aforementioned offenses.
- The individuals or entities acting as Offeror or with an ownership interest in the Offeror have not had one or more public transactions (federal, state or local) terminated for cause or default within the three-year period preceding the submission of the Proposal.

- The individuals or entities seeking participation in this Concession Contract have not had one or more public transactions (federal, state or local) terminated for cause or default within the three-year period preceding the submission of the Proposal.

The Offeror, by submitting this Proposal hereby agrees, if selected for award of the Draft Contract:

- 1) To the minimum requirements of the Prospectus as identified in Part A of this Proposal Package.
- 2) To complete the execution of the final Concession Contract within the time provided by the National Park Service when it presents the contract for execution.
- 3) To commence operations under the resulting Concession Contract on the effective date of the Concession Contract.
- 4) To operate under the current National Park Service approved rates until such time as amended rates may be approved by the National Park Service.
- 5) To acquire property of the Existing Concessioner used or held for use in the operation under the terms of the Existing Contract (capitalized terms as defined in the Business Opportunity section of this Prospectus).
- 6) To resolve any dispute regarding the value of the property of the Existing Concessioner in accordance with the terms of the Existing Contract and to allow the National Park Service to participate in the property value determination in the same manner and to the same extent as provided with respect to Possessory Interest value determination as described in 36 C.F.R. Part 51, Subpart H.
- 7) [Include only if the Offeror is not yet in existence] To provide the entity that is to be the Concessioner under the Draft Contract with the funding, management, and other resources required under the Draft Contract and/or described in our Proposal.
- 8) [Include only if the Offeror is a business entity, rather than an individual] To deliver to the Regional Director within 10 days following the announcement of the selection of the Offeror as the Concessioner, current copies of the following:
 - Certificate from its state of formation indicating that the entity is in "good standing" (if such form is issued in that state for Offeror's type of business entity);
 - Governing documents of Offeror (e.g. Articles of Incorporation and By-Laws for corporations; Operating Agreement for LLCs; Partnership Agreement for Partnerships; or Venture Agreement for Joint Ventures); and
 - If the business entity was not formed in the State of California, evidence that it is qualified to do business there.
- 9) To the inclusion by the National Park Service of the LSI Waiver Provision for Fixture Replacement as set forth in Sections 15 and 16(a) of Exhibit A to the Draft Contract if "Yes" is checked below.

☐ Yes, include the LSI Waiver Provision for Fixture Replacement

☐ No, do not include the LSI Waiver Provision for Fixture Replacement

NAME OF OFFEROR (or OFFEROR-GUARANTOR(s) if the Offeror is not yet in existence as of the time of submission – list all if more than one and clearly indicate that the entity is an Offeror-Guarantor):

BY _____ DATE _____
(Type or Print Name)

ORIGINAL SIGNATURE: _____

TITLE (if applicable): _____

ADDRESS: _____

CERTIFICATE OF BUSINESS ENTITY OFFEROR
(OR OF OFFEROR-GUARANTOR IF OFFEROR IS NOT YET FORMED)
(Offerors who are individuals should skip this certificate)

I, _____, certify that I am the _____ of the [specify one] corporation/partnership/limited liability company/joint venture named as Offeror (or Offeror-Guarantor, if applicable) herein; that I signed this proposal for and on behalf of the Offeror(or Offeror-Guarantor, if applicable), with full authority under its governing instrument(s), within the scope of its powers, and with the intent to bind the entity.

NAME OF ENTITY: _____

BY _____ DATE _____
(Type or Print Name)

ORIGINAL SIGNATURE _____

TITLE _____

ADDRESS _____

PART A

The minimum requirements for the Draft Contract are identified in this Part A of the Proposal Package. If the Offeror, in its transmittal letter, does not agree to these minimum requirements, its proposal will be considered non-responsive. (The requirements of Part B of this Proposal Package outline detailed submissions referred to in this part, as well as additional secondary selection factors.)

PRINCIPAL SELECTION FACTOR 1. THE RESPONSIVENESS OF THE PROPOSAL TO THE OBJECTIVES, AS DESCRIBED IN THE PROSPECTUS, OF PROTECTING, CONSERVING, AND PRESERVING RESOURCES OF THE PARK.

The Offeror agrees to comply with all terms and conditions specified in the Draft Contract (including all Exhibits), including compliance with all applicable laws, including, without limitation, environmental protection and conservation laws.

PRINCIPAL SELECTION FACTOR 2. THE RESPONSIVENESS OF THE PROPOSAL TO THE OBJECTIVES, AS DESCRIBED IN THE PROSPECTUS, OF PROVIDING NECESSARY AND APPROPRIATE VISITOR SERVICES AT REASONABLE RATES.

The Offeror agrees to operate at the current Service approved rates during the term of the Concession Contract until such time as a new rate schedule is approved by the Service, in accordance with 16 U.S.C. § 5955.

The Offeror agrees to accept the Concession Facilities, and any assigned government personal property “as is” as required by the Draft Contract, Section 8(f).

The Offeror accepts the draft Operating Plan included as Exhibit B, including all attached individual plans, of the Draft Contract.

The Offeror accepts the draft Maintenance Plan included as Exhibit H of the Draft Contract.

The Offeror agrees to fund and use the “Repair and Maintenance Reserve” (RMR) of **three and one half percent (3.5%) of annual gross receipts in year one, two percent (2%) of annual gross receipts in years two through fourteen and zero percent (0%) of gross receipts in the last year**, as described in the Draft Contract. RMR funds not expended at the expiration of the Draft Contract will be remitted to the Service as Franchise Fees.

The Offeror agrees to implement an equal opportunity program.

The Offeror agrees to develop and implement an effective health and safety program (Concessioner Risk Management Program), according to the requirements of the draft Operating Plan for such programs.

PRINCIPAL SELECTION FACTORS 3 AND 4 DO NOT HAVE SPECIFIC REQUIREMENTS FOR THIS PART A. NEVERTHELESS, INFORMATION IS REQUIRED FOR PRINCIPAL SELECTION FACTORS 3 AND 4 IN PART B. FAILURE TO PROVIDE INFORMATION REQUIRED THEREUNDER THAT IS MATERIAL, AS DETERMINED BY THE SERVICE, TO AN EFFECTIVE EVALUATION OF THE PROPOSAL, MAY RESULT IN AN OFFEROR BEING DEEMED NON-RESPONSIVE.

PRINCIPAL SELECTION FACTOR 5. THE AMOUNT OF THE PROPOSED MINIMUM FRANCHISE FEE, IF ANY, AND/OR OTHER FORMS OF FINANCIAL CONSIDERATION TO THE DIRECTOR.

The Offeror agrees to at least the minimum franchise fee of eight and six tenths percent (8.6%) of annual gross receipts.

PART B**Response Format**

For the page limits set out in these Principal Selection Factors, please note that the Service will not review or consider the information on any pages that exceed the page limitation stated, including attachments, appendices or other additional materials the Offeror submits. The Service considers text on two sides of one sheet of paper to be two pages. Offerors must use normal sized font, such as 11 or 12 point, and 1 inch margins on all sides. This includes tables, charts, graphs, provided forms, but not copies of sample materials. The Service would like to see clear and concise answers and will not necessarily consider a longer answer a better answer. Please respond only with the information requested in each subfactor.

PRINCIPAL SELECTION FACTOR 1. THE RESPONSIVENESS OF THE PROPOSAL TO THE OBJECTIVES, AS DESCRIBED IN THE PROSPECTUS, OF PROTECTING, CONSERVING, AND PRESERVING RESOURCES OF THE PARK. (0-5 POINTS)

Service Objectives: For the purposes of this Prospectus, the Service's objectives for conserving and preserving resources of the Park focus on the following:

- Implementing additional elements of the Merced Wild and Scenic River Final Comprehensive Management Plan and Environmental Impact Statement, including the reduction of the Concessioner's administrative footprint within Yosemite Valley, and
- Implementing water conservation efforts throughout the Concessioner's operations.

Subfactor 1(a). Reduction of the Concessioner's Administrative Footprint within Yosemite Valley

Under the Merced Wild and Scenic River Final Comprehensive Management Plan and Environmental Impact Statement ("MRP"), the Service will remove the Existing Concessioner's general office building (18,000 square feet) located in Yosemite Village. The MRP allows reconfiguration of the interior of the General Warehouse building (10,000 square feet) and a 5,000 square foot addition to this building to be constructed by the Service, for a total of 15,000 square feet of office/warehouse space. In addition, the Service has the option of adding a mezzanine within the existing 15,000 square feet to use for increased office space for the Concessioner. The expansion of the building will require the elimination of parking spaces that will be replaced nearby along Village Drive. The Service expects to begin planning and design for this project in year 2 of the Draft Contract.

The MRP also includes management actions that will make significant changes to the traffic circulation patterns in Yosemite Valley to accommodate ecological restoration goals while reducing traffic congestion. In addition, the MRP requires a reduction in the number of beds located in concession employee housing in Yosemite Valley. As of the effective date of the Draft Contract 1,121 beds will be available in Yosemite Valley. The Service has a long-term goal of relocating 160 of these beds to the El Portal Administrative Site.

Using **not more than 7 pages**, including all text, pictures, graphs, etc., and considering the prescribed reduction in administrative office space, warehouse space, employee housing and the focus on reducing traffic congestion in Yosemite Valley, describe the following and include a timeline for implementation:

- (1) How you will ensure the reduction in office space in Yosemite Valley and the reduction in employee housing does not increase traffic on a daily basis in and out of Yosemite Valley (e.g. creation of a shuttle program, utilization of public transportation, carpooling, etc.).

- (2) How you will manage and where you will locate the following in a manner that reduces impacts to visitors and resources in Yosemite Valley. Relocating these functions outside of the Park is permissible.
 - (a) Construction materials and heavy equipment storage
 - (b) Vehicle maintenance activities, including shuttle bus maintenance
 - (c) Off-season shuttle bus storage

Subfactor 1(b). Water Conservation

The Park seeks to make more efficient use of the existing water supply and reduce water consumption and loss. Yosemite Valley and Wawona obtain their water from the Merced River while Tuolumne Meadows and White Wolf are supplied from the Tuolumne River. Please refer to the Business Opportunity for 2013 historical water usage data.

Using **not more than 5 pages**, including all text, pictures, graphs, etc., Offerors must describe the following:

- (1) Outline the specific steps and actions you will take (firm commitments, not your philosophy) to ensure that overnight accommodations (excluding the Glen Aulin, May Lake, Merced Lake, Sunrise, and Vogelsang High Sierra Camps), food and beverage, and employee housing departments will operate to conserve water and reduce use throughout the term of the Draft Contract.
- (2) Explain how you will measure and monitor the effectiveness of your water conservation actions, steps, and programs.

NOTE: *Except where required by the Draft Contract, the National Park Service will not consider strategies that require new structures or major rehabilitation that could incur Leasehold Surrender Interest (LSI). The Service may consider proposed fixture replacement as defined in the Draft Contract. Please note any proposed increases to LSI as a result of fixture installation or replacement will be governed by Exhibit A of the Draft Contract, unless the Offeror elects to include the LSI Waiver Provision for Fixture Replacement.*

PRINCIPAL SELECTION FACTOR 2. THE RESPONSIVENESS OF THE PROPOSAL TO THE OBJECTIVES, AS DESCRIBED IN THE PROSPECTUS, OF PROVIDING NECESSARY AND APPROPRIATE VISITOR SERVICES AT REASONABLE RATES. (0-5 POINTS)

Service Objectives: The Service's objective is to provide visitors improved food and beverage operations, product quality, consistency, and availability at all locations.

Subfactor 2(a). Enhance the Food and Beverage Options within Yosemite Valley

Yosemite Valley is the primary destination for visitors to the Park. Within the Valley, three key food and beverage locations serve the majority of visitors. These food and beverage locations include Curry Village, Degnan's at Yosemite Village, and Yosemite Lodge.

Currently, Curry Village dining options include an indoor pavilion, a food deck and bar offering pizza, a fast food grill, and a quick service coffee and snack stand located inside the pavilion. The Service wants the Concessioner to continue food and beverage operations at these same locations in the Draft Contract.

Currently, Degnan's at Yosemite Village provides year round deli and grab and go service, a seasonal grab and go outlet, a retail store, a summer seasonal fast food service pizza restaurant, and a winter employee-only pizza restaurant. The Service wants the Concessioner to continue food and beverage operations that adjust between summer and winter operations, including providing the winter employee-only food and beverage option. The Service has eliminated the retail space within the Degnan's building providing the Concessioner additional space available for the redesign of this area (e.g., expand food and beverage quick service options, increase interior seating capacity, etc.).

Currently, Yosemite Lodge has a central complex that features several food and beverage services and retail options. Under the Draft Contract, the Mountain Room restaurant will offer upscale casual dining, while the Mountain Room Bar will feature a limited food service menu. The Food Court is open for breakfast, lunch, and dinner and offers buffet style items and grab-and-go options. Retail at Yosemite Lodge will include a gift shop featuring souvenirs and groceries. The Concessioner will be authorized to repurpose the space formerly occupied by the Nature Shop (retail) as office space, extended kitchen or seating space for the food court, or for luggage storage.

The Service desires a high volume food and beverage operation with efficient flow and a variety of quick service options at all three locations.

Using **not more than 15 pages**, including all text, pictures, graphs, etc.:

- (1) Describe your innovative solutions to better serve Park visitors through modernizing food and beverage operations at the three locations described above. Describe your menu variety, how you will maximize operational efficiency and minimize customer wait times. Include conceptual floor plans and drawings to support your proposal.
- (2) Using March 1, 2016 as your starting point and the end of the third (3) anniversary of the effective date of the Draft Contract for completing these changes, for each of the three facilities, describe the timeframe for each step for implementing the improvements. Your timeframes must include the approval procedures set out in Exhibit F to the Draft Contract and, for any temporary closures of a facility, include the time of year and length of closure.

NOTE: The Service prefers changes at Degnan's to occur as soon as possible. The Service will not consider any proposals that include a closure of any of the facilities between March 1 and November 1. Additionally, the Concessioner will be responsible for completing the designs and implementing interior reconfigurations to Concession Facilities to accommodate these changes and should account for these steps in the proposed

timeline. Higher scores may be given for responses that reflect decreased congestion and improved visitor flow. Except where required by the Draft Contract, the National Park Service will not consider strategies that require new structures or major rehabilitation that could incur Leasehold Surrender Interest (LSI). The Service may consider proposed fixture replacement as defined in the Draft Contract. Please note any proposed increases to LSI as a result of fixture installation or replacement will be governed by Exhibit A of the Draft Contract, unless the Offeror elects to include the LSI Waiver Provision for Fixture Replacement.

PRINCIPAL SELECTION FACTOR 3. THE EXPERIENCE AND RELATED BACKGROUND OF THE OFFEROR, INCLUDING THE PAST PERFORMANCE AND EXPERTISE OF THE OFFEROR IN PROVIDING THE SAME OR SIMILAR VISITOR SERVICES AS THOSE TO BE PROVIDED UNDER THE CONCESSION CONTRACT. (0-5 POINTS)

Note to Offeror: *To assist in the evaluation of proposals under this and other selection factors, provide the following information regarding the organizational structure of the business entity that will execute the Draft Contract. This organizational structure information will not be scored for selection purposes, but may be used for assessing responses to various selection factors. If the Offeror is not yet in existence, the Offeror-Guarantor should describe its own experience and explain how such experience will carry over to the Offeror entity.*

Offeror's Organizational Structure

Describe the entity with which the National Park Service will contract, specifying whether it is currently in existence or is to be formed. Clearly define the Offeror's relationship to all superior and subordinate entities. Identify the entity, if other than the Offeror, that has the authority to allocate funds, hire and fire management employees of the Offeror. Identify any individual or business entity that holds or will hold a controlling interest in the Offeror. If the Offeror is an unincorporated sole proprietorship, identify and provide information about the individual who owns and operates the business. If the Offeror is a limited liability company, a partnership, or a joint venture, identify and provide information about each managing member or manager, general partner or venturer, respectively.

Submit your organizational documents (e.g., partnership agreement, articles of incorporation, operating agreement).

Using the appropriate Business Organization Information form (as applicable) at the end of this section, identify the Offeror and each business entity and/or individual to be involved in the management of the proposed concession operation. Use the form appropriate for your business entity or sole proprietorship and include all information necessary to make the relationship among the parties clear. When completed, the Business Organization Information form should convey the following information:

- (1) Full legal name of the Offeror *and any trade name* under which it proposes to do business.
- (2) The legal form of the Offeror, if other than an individual.
- (3) The name, address and, if applicable, form of business entity of all owner(s) of the Offeror, including, without limitation, all levels of parent organizations, their relationship to the Offeror, and the precise extent of their ownership interests.
- (4) The name, address and, if applicable, form of business entity of all related, subordinate, or superior business organizations and/or individuals that will have a significant role in managing, directing, operating, or otherwise carrying out the services to be provided by the Offeror. Describe in detail how these relationships will work formally and in practice. Use additional pages if the information does not fit within the forms provided.
- (5) If applicable, the length of Offeror's existence as a business entity.

Subfactor 3(a). Operational Capabilities

Using **not more than 3 pages along with the provided spreadsheet** (*provided on the enclosed disk*), including all text, pictures, graphs, etc., describe two examples of your experience in the operation and management of overnight accommodations, food and beverage, and retail sales. If you provide more than two examples, the Service will evaluate only the first two. For each operation discussed, please provide the following information segmented by operating department in a tabular format. The Service will consider the similarities to the operations required under the Draft Contract of the experience described.

- (1) General Information
 - (a) Name of operation
 - (b) Location of operation
 - (c) Time frame of experience, including dates
 - (d) Role in the operation
 - (e) Description of services provided
 - (f) Annual gross receipts, by department
 - (g) Average daily rate or check during most recently completed year/season for each service type
 - (h) Operating season and hours
 - (i) Number of employees during high and low seasons
 - (j) Any special environmental conditions that create operational challenges
- (2) Overnight Accommodations
 - (a) Number and type of rooms in property
 - (b) Annual occupancy during most recent completed year/season
- (3) Food and Beverage
 - (a) Type of food service(s) (convenience, limited service, full service)
 - (b) Number of seats at each facility
 - (c) Annual number of guests by meal period during most recent completed year/season
- (4) Retail Sales
 - (a) Average annual number of transactions during most recent completed year/season
 - (b) Square feet of retail space
 - (c) Type of merchandise (e.g., grocery, gift, souvenir, specialty retail)

Subfactor 3(b). Ability to Attract and Retain Employees

A quality, highly skilled and motivated staff is a critical component of meeting visitor needs at Yosemite National Park. The Concessioner faces the challenges of operating year-round in a remote location with limited and sometimes rustic employee housing.

Using **not more than 5 pages**, including all text, pictures, graphs, etc., describe your process for recruiting and retaining quality, highly skilled and motivated employees by answering the following:

- (1) Explain how you will overcome any language or cultural barriers to effectively (a) communicate with your employees and (b) enable your employees to communicate with visitors.
- (2) Explain how you will recruit and retain high quality managers and employees. Include information about incentive programs and employee recreation programs.
- (3) Explain how you will recruit, hire and train the large number of employees (over 1,000) necessary to effectively provide the Required Services in the Draft Contract (Section 3). Include details regarding how you will ensure that the appropriate level of staff is hired, trained and on the job by the first week of the high season.

Subfactor 3(c). Preservation, Repair and Maintenance of Historic Structures

Using no more than **6 pages, including all text, pictures, graphs, etc.**, demonstrate your ability to provide a comprehensive repair and maintenance program with an appropriate staffing level that preserves the historic character of existing facilities and maintains the character of developed areas by describing the following:

- (1) One concise example of your experience and expertise in incorporating historic preservation principles (such as the Secretary's Standards for Historic Preservation) for each of the following types of maintenance projects: deferred, preventive, cyclic, and component renewal. Example projects may encompass more than one type of repair and maintenance activity; however, you must clearly describe the work performed for each.
- (2) Describe your staffing plan, including numbers of employees and their qualifications that you will use to manage your facility maintenance program. Describe the special expertise and skills you will require and training you will provide to ensure your staff is capable of properly maintaining the historic structures assigned under the Draft Contract. **Note:** *Do not overlap your response to this question with your response to the question asked in Secondary Selection Factor 2.*
- (3) Describe the key qualifications you will require of your park-based facilities/asset maintenance manager.

Subfactor 3(d). Violations or Infractions

The Service is aware that any business may receive the occasional, notice of violation, penalty, fine, less than satisfactory public health rating, or similar regulatory notice from a federal, state, or local agency (hereinafter collectively referred to as "Infractions"). The Service is interested in understanding how your business manages these Infractions.

In responding to this subfactor, you need to consider the Offeror and all of its principals (for corporations, their executive officers, Directors, and controlling shareholders; for partnerships, their general partners; for limited liability companies, their managing members and managers, if any; and for joint ventures, each venturer) and all parent entities, subsidiaries or related entities under the primary organizational entity (such as, a parent corporation and all subsidiaries), collectively referred to as "Related Entities," that **provide the same or similar services as required or authorized by the Draft Contract**, whether as a principal or employee of Offeror or otherwise.

If the Offeror has not yet been formed, each Offeror-Guarantor must respond to the items in this sub-factor for itself and its Related Entities as identified above.

For each Offeror or Offeror-Guarantor, and their respective Related Entities, provide the following:

- (1) List of Infractions. Identify Infractions issued by a federal, state or local regulatory agency in the last five years. Do NOT submit copies of the Infraction report; submit in a tabular format.
 - (a) The basis for the Infraction
 - (b) The regulatory agency that issued the Infraction
 - (c) When the Infraction was issued
 - (d) How the Related Entity addressed the Infraction
 - (e) How the Related Entity ensured the problem was minimized or would not recur
- (2) Describe the Related Entities you considered and explain if you excluded other Related Entities, and, if so, why.

- (3) Disclose the federal, state, and local regulatory agencies you considered in responding to this subfactor.
- (4) Using **not more than 5 pages**, including all text, pictures, graphs, etc., describe your overall strategy to minimize infractions and how you resolve, or plan to resolve, infractions when they do occur.

FORM 1

BUSINESS ORGANIZATION INFORMATION
CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP
OR JOINT VENTURE
(PRINCIPAL SELECTION FACTOR 3)

Complete a separate form for the submitting business entity and any parent entity).

Name of Entity and Trade-name, if any	
Addresses	
Telephone Number	
Fax Number	
Email Address	
Contact Person	
Title	
Tax ID#	
State of Formation	
Date of Formation	

OWNERSHIP	PERCENTAGE OF OWNERSHIP INTERESTS	CURRENT VALUE OF INVESTMENT
Names and Addresses of those with controlling interest and/or key principals of the business		
Total Interests Outstanding and Type(s):		

OFFICERS AND DIRECTORS OR GENERAL PARTNERS OR MANAGING MEMBERS OR VENTURERS	ADDRESS	TITLE AND/OR AFFILIATION

Attach the following:

- Description of relationship of any parent entities to the Offeror with respect to funding and management.

FORM 2

BUSINESS INFORMATION INDIVIDUAL* OR SOLE PROPRIETORSHIP (PRINCIPAL SELECTION FACTOR 3)

Name of Individual and Tradename, if Any**	
Address	
Telephone Number	
Fax Number	
Email Address	
Contact Person (if other than the Offeror)	
Tax ID #	
Years in Business of same type as required service(s)	
Current Value of Business	
Role in Providing Concession Service(s)	

*Due to difficulties in determining the authority to act and ownership, the Service will not accept a proposal from a husband and wife jointly as a purported business entity. Either one individual must serve as the Offeror or the husband and wife must form a corporation, partnership, or limited liability company to serve as Offeror.

**If the sole proprietorship acts under a name other than that of its owner (i.e., does business as "company name"), also add the jurisdiction where the company's trade name is registered, if any.

PRINCIPAL SELECTION FACTOR 4. THE FINANCIAL CAPABILITY OF THE OFFEROR TO CARRY OUT ITS PROPOSAL. (0-5 POINTS)**Notes to Offeror:**

In the event the Offeror is not yet in existence, provide the information described below with respect to both the to-be-formed Offeror and the Offeror-Guarantor(s). The submission must include a letter from each Offeror-Guarantor that unconditionally states and guarantees the Offeror-Guarantor will provide the Offeror with all funding, management and other resources that the Draft Contract requires and the proposal offers.

All forms are provided electronically on the enclosed compact disk. The Offeror must complete all forms provided and submit both a hard copy and an Excel spreadsheet file.

Subfactor 4(a). Demonstrate that you have a credible, proven track record of meeting your financial obligations. The Offeror (or each Offeror-Guarantor) must provide comprehensive materials to demonstrate that it has a history of meeting its financial obligations by providing the following:

- (1) The completed and certified Business History Information form provided at the end of this section. If the Offeror is not yet formed, include a Business History Information form for each Offeror-Guarantor.
- (2) A complete credit report in the name of the Offeror that includes scores and is dated within six months prior to the date of the proposal. The report must be from a major credit reporting company such as Equifax, Experian, TRW, or Dun & Bradstreet. If the Offeror is not yet formed, include a credit report for each Offeror-Guarantor.

Failure to provide the required documentation may lead to the National Park Service determining your offer is non-responsive and ineligible for award of the Draft Contract.

Subfactor 4(b). Demonstrate the Offeror's business experience and financial capacity by providing the following:

Submit the Offeror's audited financial statements for the two most recent fiscal years, with all notes to the financial statements. Audited financial statements must be provided for any individual Offerors, general partners in a partnership, and all venturers in a joint venture. If the Offeror is not yet formed, submit audited financial statements for each Offeror-Guarantor. **If audited financial statements are not available**, explain in detail why they are not available.

If reviewed rather than audited statements are submitted, explain why the statements were reviewed rather than audited.

If neither audited nor reviewed statements are available, the Offeror (or Offeror-Guarantor(s), as applicable) must submit other compelling evidence including personal financial statements for each of the Offeror's principals (as defined under Principal Selection Factor 3) certified as to accuracy and completeness by the submitting individual or authorized officer of an entity **and** a letter from its Financial Institution. Such letter must outline the Financial Institution's historical relationship with the Offeror. Specifically, the Financial Institution should provide the following information: number of years of the relationship; description and amount of all credit facilities extended along with their average annual outstanding balance and current outstanding balance; current account balance; and statement of whether the Offeror has met all obligations with the Financial Institution as required.

Subfactor 4(c). Demonstrate that your proposal is financially viable and that you understand the financial obligations of the Draft Contract by providing the following:

Your estimate of the acquisition and start-up costs of this business using the Initial Investment and Start-Up Expense and the Initial Investments and Start-Up Expense Assumptions forms included in the Excel spreadsheets provided as an Appendix to the prospectus. Explain fully the methodology and the assumptions used to develop the estimate. The information provided should be of sufficient detail to allow a reviewer to understand how the estimates were determined. If you are the Existing Concessioner and do not anticipate any additional initial investment or start-up costs, please state that you consider the current personal property and assets adequate to operate this concession opportunity successfully.

Using the Excel spreadsheets provided as an Appendix to the prospectus, complete the Income Statement and Income Statement Assumptions forms and the Cash Flow Statement and the Cash Flow Statement Assumptions forms found in tabs within the Excel workbook. Provide estimates of prospective revenues and expenses of the concession business in the form of annual prospective income and cash flow statements for the entire term of the Draft Contract. Also complete the Operating Assumptions tab to explain your financial projections.

Below are some general notes regarding the provided forms found in the Appendices attached to the Prospectus.

- The Service has provided forms that request the information in the format it desires. These forms may differ from the format and requirements set forth in generally accepted auditing standards (GAAS) with regard to prospective financial statements. The Service does NOT request that the prospective financial statements be reviewed in accordance with GAAS.
- Do not add or eliminate rows on the Excel spreadsheets provided in the appendix. Columns should not be deleted; however, columns may be added to reflect the number of years in the Draft Contract term, if necessary. If you wish to provide additional information, do so in additional spreadsheets, outside of the ones provided. If additional information is provided, clearly identify how it fits into the income statement, cash flow, and/or assumption tables. For the purpose of the pro forma statements use the calendar year as the fiscal year.
- Provide a clear and concise narrative explanation of the method(s) used to prepare the estimates and the assumptions on which your projections are based. Information must be sufficiently detailed to provide a full understanding of how the estimates were determined.
- Complete all of the forms provided and submit both a hard copy and an electronic Excel workbook file.

Subfactor 4(d). Demonstrate your ability to obtain the required funds for start-up costs under the Draft Contract by providing credible, compelling documentation, particularly evidence from independent sources, such as bank statements, audited or reviewed financial statements, and signed loan commitment letters. Fully explain the financial arrangements you propose, using the following guidelines.

The more definite the terms stated in the documentation, the more credible the Service is likely to find the Offeror's ability to obtain the required funds.

- (1) If funds are to be obtained from cash on hand or operating cash flows, document each source and the availability of these funds by providing your previous and current audited financial statements for the two most recent fiscal years, with all notes to the financial statements (see 4(b) above if audited financial statements are not available). Depending on the Offeror's form of entity, provide audited financial statements for any individual Offerors, general partners in a partnership, and all venturers in a joint venture. If the Offeror is not formed, provide audited financial statements for each Offeror-Guarantor. If you submitted these statements in response to 4(b) above, you need only to refer to those statements in response to this Subfactor.

- (2) If funds are to be obtained from lending institutions (banks, savings and loans, etc.), provide supporting documents including but not limited to documents that describe the approximate amount of the loan, the term of the loan and any proposed encumbrances on the Draft Contract. Include a letter (addressed to the National Park Service from the lender on the lending institution's letterhead) stating the amount of funds available to the Offeror at the date of the letter. In addition, the letter must outline the Financial Institution's historical relationship with the Offeror. Specifically, the Financial Institution should provide the following information: number of years of the relationship; description and amount of all credit facilities extended along with their average annual outstanding balance and current outstanding balance; current account balance; and statement of whether the Offeror has met all obligations with the Financial Institution as required.
- (3) If funds are to be obtained from an individual, or a business entity whose primary fund source is an individual, provide the following as appropriate with respect to such individual:
 - Signed funding commitment from the individual (stating the approximate amount of the loan, the term, and any proposed encumbrances on the Draft Contract)
 - Current personal financial statement certified as to accuracy and completeness by the individual submitting it
 - Current bank/financial institution documents that verify the account(s) and account balance(s) for the primary fund source
 - Documentation of any assets to be sold
 - Any other assurances or documents that demonstrate that the funds are available
- (4) If funds are to be obtained from working capital liabilities (such as advance deposits), please provide estimates and a rationale for each estimate. The information provided should be of sufficient detail to allow a reviewer to fully understand how the estimates were determined.
- (5) If funds are to be obtained from another source (e.g., a business entity whose primary fund source is not an individual), provide the following as appropriate:
 - Signed funding commitment from the fund source stating the approximate amount of the loan, the term, and any proposed encumbrances on the Draft Contract
 - Current audited financial statements for the most recent year
 - Evidence that the source has the necessary funds to make the funding commitment

NOTE: *If the Offeror is obtaining even a part of the necessary funds from another, the Service must be able to determine from the documents submitted that the Offeror is highly likely to obtain either a stated amount or an unlimited amount of funding from an entity with sufficient financial capability to provide the funds.*

BUSINESS HISTORY INFORMATION FORM
(PRINCIPAL SELECTION FACTOR 4 – SUBFACTOR 4A)

Business history information should be provided for the Offeror AND all parent companies. If the Offeror is not yet formed, provide a business history form for each Offeror-Guarantor.

The information provided below is for the entity: _____

- (1) Has Offeror ever defaulted from or been terminated from a management or concession contract, or been forbidden from contracting by a public agency or private company?

☐ YES

☐ NO

If YES, provide full details of the circumstances.

- (2) List any Bankruptcies, Receiverships, Foreclosures, Transfers in Lieu of Foreclosure, and/or Work-Out/Loan Modification Transactions during the past five years. (If none, then so indicate). Include an explanation of the circumstances, including nature of the event, date, type of debt (e.g., secured or unsecured loan), type of security (if applicable), approximate amount of debt, name of lender, resolution, bankruptcy plan, and/or other documentation as appropriate.
- (3) Describe any pending litigation or administrative proceeding (other than those covered adequately by insurance) which, if adversely resolved, could materially impact the financial position of the Offeror. (If none, then so indicate).
- (4) Describe any lawsuit, administrative proceeding or bankruptcy case within the past five years that concerned the Offeror's alleged inability or unwillingness to meet its financial obligations. (If none, then so indicate).
- (5) Describe any liens recorded against the Offeror within the past five years (whether from taxing authorities or judgments) and, if resolved, provide a copy of any lien release. (If none, then so indicate).

I hereby certify, under penalty of perjury, that the information provided in this Business History Information Form is accurate and complete.

Offeror's Name (or Offeror-Guarantor's Name)

By: _____

Printed Name: _____

Authorized Officer (if applicable)

PRINCIPAL SELECTION FACTOR 5. THE AMOUNT OF THE PROPOSED MINIMUM FRANCHISE FEE AND OTHER FORMS OF FINANCIAL CONSIDERATION TO THE DIRECTOR. (0-4 POINTS)

The minimum franchise fee acceptable to the Service is **eight and sixth tenths of one percent (8.6%)** of annual gross receipts.

The offer of a higher franchise fee than this minimum is generally beneficial to the Service and accordingly will generally result in a higher score under this selection factor. However, consideration of revenue to the United States is subordinate to the objectives of protecting, conserving, and preserving resources of the park area and of providing necessary and appropriate visitor services to the public at reasonable rates.

State the amount of franchise fee you propose. Such fee must be at least equal to the minimum franchise fee set forth above. Express this fee as a percentage of annual gross receipts. Do not propose a tiered franchise fee, e.g. 5.0% on the first \$10,000 of gross receipts, 6.0% on gross receipts between \$10,001 and \$25,000, 7.0% on gross receipts from \$25,001 and above.

Include the full amount of the franchise fee you propose on the basis of the terms of the Draft Contract without regard to whether you choose to accept or not accept the LSI Waiver Provision for Fixture Installation Replacement.

_____ % of annual gross receipts

SECONDARY SELECTION FACTORS

SECONDARY SELECTION FACTOR 1. THE QUALITY OF THE OFFEROR'S PROPOSAL TO CONDUCT ITS OPERATIONS IN A MANNER THAT FURTHERS THE PROTECTION, CONSERVATION, AND PRESERVATION OF THE PARK AND OTHER RESOURCES THROUGH ENVIRONMENTAL MANAGEMENT PROGRAMS AND ACTIVITIES, INCLUDING, WITHOUT LIMITATION, ENERGY CONSERVATION, WASTE REDUCTION, AND RECYCLING. (0-3 POINTS)

In responding to this Secondary Selection Factor, Offerors should review the provisions in the Draft Contract, including its Exhibits for the baseline provisions required by the Service. Specifically, the following sections: Exhibit B (Operating Plan), Section 7(A) and Section 12(A)(8); Exhibit H (Maintenance Plan), Part B, Section 2(B) and Part C, Section 1(A), (B), and (J).

Subfactor 1(a). Electricity and Fuel

The Service wants Offerors to reduce the consumption of electricity and fuel throughout its operations. Using **not more than 5 pages**, including all text, pictures, graphs, etc., Offerors must describe the following:

- (1) What electricity and fuel saving measures you will implement during the first year of the Draft Contract.
- (2) How you will maintain and further reduce consumption of electricity and fuel throughout the term of the Draft Contract.
- (3) How you will measure and monitor the identified reduction of electricity and fuel. This should include specific actions and timetables in all three areas.

NOTE: Except where required by the Draft Contract, the National Park Service will not consider strategies that require new structures or major rehabilitation that could incur Leasehold Surrender Interest (LSI). The Service may consider proposed fixture replacement as defined in the Draft Contract. Please note any proposed increases to LSI as a result of fixture installation or replacement will be governed by Exhibit A of the Draft Contract, unless the Offeror elects to include the LSI Waiver Provision for Fixture Replacement.

SECONDARY SELECTION FACTOR 2. OFFEROR'S ABILITY TO ENSURE APPROPRIATE MAINTENANCE ACTIVITIES CONTINUE WITHIN YOSEMITE VALLEY AND WAWONA DURING SEASONAL OPENING AND CLOSING OF THE HIGH SIERRA CAMPS AND ALONG THE TIOGA ROAD CORRIDOR (0-1 POINTS)

Using **not more than 3 pages**, including all text, pictures, graphs, etc., describe the following:

- (1) How you will ensure maintenance activities continue at appropriate levels in Yosemite Valley and Wawona while ramping up and taking down the Concession Facilities within the High Sierra Camps, White Wolf, and Tuolumne Meadows Lodge.
- (2) How you will staff the High Sierra Camps and the services located along the Tioga Road corridor to ensure high quality visitor services are provided and that maintenance activities are continuously addressed throughout the operating season at the High Sierra Camps, White Wolf, and Tuolumne Meadows Lodge, while also continuing appropriate maintenance activities in Yosemite Valley and Wawona.

SECONDARY SELECTION FACTOR 3. OFFEROR'S COMMITMENT TO UPGRADE PERSONAL PROPERTY AT LOCATIONS PROVIDING OVERNIGHT ACCOMODATIONS (0-2 POINTS)

The Service is interested in ensuring upgrades of personal property for overnight accommodations continue throughout the Draft Contract.

Using **not more than 5 pages**, including all text, pictures, graphs, etc., describe the following:

- (1) What upgrades you commit to implementing to the personal property at The Ahwahnee Hotel, Curry Village, and Wawona during the first three years of the Draft Contract (do not discuss updates to personal property at the Yosemite Lodge as it has recently undergone an entire upgrade).
- (2) Describe your plans to monitor and upgrade the personal property throughout the term of the Draft Contract to ensure a quality visitor experience that is appropriate to each type of overnight accommodations at The Ahwahnee Hotel, Curry Village, High Sierra Camps, Housekeeping Camp, Tuolumne Meadows Lodge, Wawona Hotel, White Wolf Lodge, and Yosemite Lodge.

NOTE: In responding to this Secondary Selection Factor, Offerors should review the provisions in the Draft Contract, including its Exhibits for the baseline provisions required by the Service. Specifically, the following sections: Exhibit B (Operating Plan), Section 11.